

'RPO DWJ Managed Services Incorporated'

Trading as:



Terms and Conditions

'Designs with Jessica' is an operating name of 'RPO DWJ Managed Services Incorporated'. 'RPO DWJ Managed Services Incorporated' is a registered Canadian Incorporated business. Throughout these terms and conditions 'RPO DWJ Managed Services Incorporated' operating as 'Designs With Jessica' will be called 'Seller' and all clients, customers or other 3rd parties, buying or hiring, goods or services from 'Seller' will be called 'Client'.

1. ESTIMATES

All estimates are approximate and non-binding and Seller reserves the right to cancel estimations without notice to Client.

Any estimates or proposals are only for the purpose of informing Client of potential cost of services. It is understood and agreed that such estimates are not binding, and actual costs or fees may be more or less than the estimates provided.

2. PROPOSALS

Seller will provide a formal, written proposal to Client before any design work or otherwise will commence. Until the Proposal has been signed, by both Client and a representative of Seller, the proposal is non-binding and both Client and Seller will not be held liable, accountable or responsible for any agreements contained within the Proposal. Furthermore, Seller withholds the right to cancel or amend any Proposal, without notice to Client, prior to the agreement being signed.

On signing the Proposal, Client is agreeing to undertake the services provided by Seller and abide by these Terms and Conditions including adhering to the value amount and dates as stipulated in the Payment Schedule included in the Proposal. Fees shall be no less than set out in the Payment Schedule and Client will pay Seller the full amount on or by the date listed without exception.

Any project dates set out in the Proposal, or in any other communication from Seller including verbal, email or other communication, are considered to be estimates only. Seller will not be held liable either financially, contractually or otherwise, for any delays to the delivery and/or provision of any goods or services associated with this or any other Proposal.

Prices shown on the Proposal will be enforced at the time of receipt of order and are subject to HST at the current rate unless otherwise stated by Seller.

3. GOODS & SERVICES

The property of all goods and services provided directly or indirectly by Seller shall remain with Seller until such time as all outstanding balances are paid in full. Responsibility for the condition of the goods passes to Client on delivery or collection.

If payment of the total price or other sums is not paid by the due date Seller shall have the right with or without prior notice at any time, to retake possession of the whole or any part of the products and for that purpose to go upon any premises occupied by the Client thereof without prejudice to any other remedy of Seller.

Failure to complete outstanding payments, as set out in the Payment Schedule, may result in late payment fees, chargeable to Client at 10% of the total outstanding amount, for every full calendar month that payments are overdue at the discretion of Seller.

Seller withholds the right to charge debtors any costs or interest incurred whether by agent or solicitor or lawyer in recovering an overdue account. This includes Court costs, legal fees and Seller administrative charges.

3. CHANGES

Unless otherwise included in the Proposal, and except as provided for herein, Client shall pay additional charges for changes requested by Client which are outside the Scope of Services included in the Proposal on a time and materials basis. Such charges shall be in addition to all other amounts payable under the proposal, despite any maximum budget, contract price or final price identified therein. Seller may extend or modify any content within the Proposal including, but not limited to: payment schedule; fees; scope of work; delivery schedule or deadlines and/or provision of goods and services.

4. DESIGN DISCLAIMER

Seller cannot be held responsible for designs that may later be undesirable or cause inconvenience. Client understands that all interior designs, including those provided by Seller, may represent the opinion and tastes of the Seller as the Seller interprets the Client's goals and wishes.

5. CONCEPTUAL DRAWINGS

Seller drawings and specifications are conceptual in nature and intended to set forth design intent only. They are not to be used for architectural or engineering purposes. Seller does not provide architectural or engineering services and cannot be held liable for designs used for such purpose. Furthermore, any construction, demolishing and/or structural work undertaken is done so at Client's own risk and Client agrees to hold harmless Seller for any and all claims of Client and of third parties, losses, costs, demands, fines, suits, judgments, damages, liabilities, and expenses incurred in connection therewith (including legal fees) of using designs, drawings or any other product or service provided by Seller.

6. RELATIONSHIP OF PARTIES

6.1 Independent Contractor: Seller is an independent contractor, not an employee of Client or any company affiliated with Client. Seller shall provide services under the general direction of Client, but Seller shall determine, in Seller's sole discretion, the manner and means by which services are accomplished.

6.2 Seller Agents: Seller shall be permitted to engage and/or use third party designers or other service providers as independent contractors in connection with the Scope of Work as outlined in the Proposal.

6.3 No exclusivity: Seller and Client expressly acknowledge that any agreement does not create an exclusive relationship between any parties, including but not limited to: Seller; Client and/or any 3rd Party contractors or otherwise. Client is free to engage others to perform services of the same or similar nature provided by Designer, and Designer shall be entitled to offer and provide design services to others, solicit other clients and otherwise advertise the services offered by Seller.

7. SUBCONTRACTOR RESPONSIBILITY

Seller may provide a referral for contractors, suppliers and/or installers. Unless otherwise stated in the Proposal, observation of contractors work either at the Project site or any other location is not a part of the Seller scope of work and is exempt from the remit of Seller.

Client agrees that Seller will not be held responsible for the performance, quality, timely completion or delivery of any work, materials or equipment furnished by contractors or suppliers whether or not they were introduced directly, indirectly or otherwise to Client. Seller will not intermediate disputes between the Client and any contractors, suppliers or installers or otherwise including those recommended or referred to Client by Seller.

8. LIMITATION OF LIABILITY

The services and the work product of Seller are sold as stipulated in the Proposal. In all circumstances, the maximum liability of Seller, its directors, officers, employees, design agents and affiliates, to Client for damages for any and all causes whatsoever, and Client's maximum remedy, regardless of the form of action, whether in contract, tort or otherwise, shall be limited to the net profit of Seller. Profits are limited to those generated in the Proposal and Fees & Scope of Work defined within for the specific Client for which the damages are claimed. In no event shall Seller be liable for any loss, damages, costs, expenses or other claims.

Seller, its directors, officers, employees, design agents and affiliates shall not be liable for any incidental, accidental or consequential damages occurring including, without limitation, any loss or damage to any person, machine or goods, interruption of production, loss of profits, delays of any kind, administrative expenses, or overhead resulting, directly or indirectly, from the use or loss or use of the goods or services.

Client hereby indemnifies, and agrees to hold harmless, Seller and its employees, directors, agents or assigns, from and against any and all claims of Client and of third parties, losses, costs, demands, fines, suits, judgments, damages, liabilities, and expenses incurred in connection therewith (including legal fees), however caused, resulting directly or indirectly from or pertaining to any act or omission of Client arising out of these terms and conditions or the conduct or operation by Client, or by a party for whom Client is responsible, of the goods, services, drawings, or otherwise.

Under no circumstances is Seller liable for any consequential loss, special damages or other indirect loss.

Goods and/or services provided either directly or indirectly by Seller do not come with any form of warranty or any other form of assurance of quality. No warranty shall apply to any damage resulting from accident, modification, alteration, misuse or abuse of the goods and/or services, not shall any warranty apply to depreciation or deterioration of material or parts due to any wear and tear, or to any damages.

NO OTHER WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE GIVEN AND ALL OTHER SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

Should any of the conditions herein be in conflict with those of Client, these conditions shall prevail. These conditions and any contract entered into shall be subject to and construed in accordance with Canadian Law.

In the event there are any discrepancies between the terms and conditions contained herein, and any other document received from Seller, or Seller's website, these terms and conditions shall take precedence. These terms and conditions shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein and each of Client and Seller hereby submits to the non-exclusive jurisdiction of the Province of Ontario in connection with the terms and conditions contained herein.

9. TERM AND TERMINATION

9.1 This Agreement shall commence upon the Effective Date and shall remain effective until the Services are completed and delivered and all outstanding fees and reimbursements have been paid in full by Client.

9.2 Seller reserves the right to cancel this agreement at any time by providing Client with 24 hours written notice of intention to quit. Under the circumstances that the agreement is cancelled Client is held liable for all fees and reimbursements outstanding at the date of cancellation.

ENGAGING EITHER DIRECTLY OR INDIRECTLY WITH SELLER AND/OR SIGNING A CLIENT PROPOSAL CONSTITUTES ACCEPTANCE OF THE ABOVE TERMS AND CONDITIONS.